

---

## Nutzungsbedingungen RSC-E-Book-Nationallizenz

Stand: 19.04.2010

### Terms and Conditions

#### Use of Information from The Royal Society of Chemistry ("RSC")

#### Academic Subscribers

##### Definitions

**Authorised Users:** means current faculty members of institutions at Customer Site(s) (including temporary or exchange faculty for the duration of their assignment); post-graduate and undergraduate students enrolled with institutions at Customer Site(s); current staff members of institutions at Customer Site(s); contract personnel directly involved in educational and research activities of institutions at Customer Site(s) and other individuals who are registered to use information services at Customer Sites (Registered Users).. Authorised Users may have remote access to the RSC information subscribed to;

**Commercial Use:** means use which is for direct economic or commercial advantage, whether by or for the organisation, Authorised User, or Walk-in User, by means of the sale, resale, loan, transfer, hire or other form of exploitation of RSC information. For the avoidance of doubt:

- (i) charging of Authorised Users or Walk-in Users by the organisation for use of RSC information is not deemed to constitute Commercial Use;
- (ii) use of RSC information by the organisation, Authorised Users, or Walk-in Users in the course of research funded by a commercial organisation is not deemed to constitute Commercial Use.

**Extent Limit:** means the proportion of a book, journal or magazine that may be copied (in print or electronically), restricted to whichever is the greater of:

- (i) up to 5% or one chapter of a book;
- (ii) up to 5% or one article of a journal issue; or
- (iii) up to 5% or one paper of one set of conference proceedings;

**Secure Authentication:** means access to RSC information by Internet Protocol ("IP") ranges or by a username and password provided by the RSC to Customer or by another means of authentication agreed between the RSC and the organisation;

**Walk-in Users:** means persons who are not Authorised Users but who are permitted users of the library and information services at Customer Sites and who have been allowed access to RSC information by the organisation via means of Secure Authentication.

##### Prohibited Uses

Authorised Users and Walk-in Users of RSC information shall not use any automated program including without limitation web crawlers to access RSC information. Such activities may have a detrimental effect on RSC information or access thereto, and they are strictly forbidden.

##### Permitted Uses

Authorised Users and Walk-in Users may access information provided by The Royal Society of Chemistry ("RSC information") via Secure Authentication.

Authorised Users and Walk-in Users of RSC information are permitted to:

1. search, retrieve, display, and view RSC information;
2. copy (including printing and downloading) RSC information and retain it as long as they wish for their own personal use;
3. use RSC information for the purposes of research or private study only, and not for Commercial Use;
4. store RSC information electronically, provided the use is consistent with the other terms and conditions described here; and
5. include RSC information (for example, a figure, diagram or chart) in a presentation or in a published work provided permission has been sought and obtained from the RSC in advance, except as permitted in accordance with fair use/fair dealing principles. A permission request form ([www.rsc.org/permissions](http://www.rsc.org/permissions)) for this purpose is available from the RSC's website(s). The material must carry the relevant credit, as specified below.

In addition to the above, Authorised Users, but not Walk-in Users, of RSC information are permitted to:

1. distribute or otherwise make available RSC information to other Authorised Users;
2. include copies (including printed or downloaded) of RSC information:
  - (i) in anthologies (course packs) in printed or electronic form for sale (as long as the sale is not for Commercial Use) and/or distribution to Authorised Users for their use in connection with the course of instruction only; and
  - (ii) in reserves (in printed or electronic form) for access by Authorised Users in connection with specific courses offered by the organisation;

where printed and electronic copies in each anthology or reserve do not singly or in aggregate exceed the Extent Limit.

Copies of RSC information in any online or offline (for example, CD-ROMs) electronic form whatsoever which are included in electronic course packs or reserves must be deleted or destroyed, as appropriate, by the Authorised User no later than thirty (30) days after the end of the term in which the related course concludes.

The material must carry the relevant credit of author(s) and copyright owner and must appear on such material in a position and typeface as to be clearly visible.

If Authorised Users or Walk-in Users wish to gain permission from the RSC to carry out any other activity not explicitly mentioned above, they must obtain prior written, or email ([contracts-copyright@rsc.org](mailto:contracts-copyright@rsc.org)), permission from the RSC.

### **Copyright**

RSC information is copyright and is subject to all applicable copyright, database protection, and other rights of the copyright owner and publisher. Copyright notices may not be removed, obscured, or modified in any way. Authorised Users and Walk-in Users must take all reasonable precautions to prevent theft or inadvertent illicit use of the intellectual property in RSC information. The relevant copyright notice must be displayed on all copies made from RSC Information.